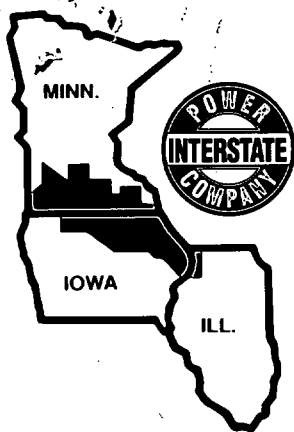


GENERAL OFFICE
1000 MAIN STREET
P. O. BOX 769
DUBUQUE, IOWA 52004-0769
319-582-5421

3-147A027



May 17, 1993

RECORDATION NO. 10303-18 FILED 1425

MAY 27 1993 3:11 PM

MOTOR OPERATING UNIT

MAY 27 3 07 PM '93

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
Washington, D.C.

Dear Secretary:

I have enclosed one original and four counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Agreement of Release, a secondary document, dated May 3, 1993.

The primary document to which this document is connected is recorded under Recordation Number 10303.

The names and addresses of the parties to the document are as follows:

Interstate Power Company, Conditional Sale Vendee
1000 Main Street
P. O. Box 769
Dubuque, Iowa 52004

Mercantile-Safe Deposit and Trust Company,
as Agent, Assignee
2 Hopkins Plaza
Baltimore, Maryland 21201

A description of the equipment covered by the document is as follows:

120 4,000 cubic foot capacity coal gondola cars bearing the following road numbers:

IPWX 1, 2, 3, 4, 5, 10, 11, 12, 14, 15, 16, 18 through 33 inclusive, 35, 37, 38, 40, 41, 43, 44, 45, 48 through 52 inclusive, 54, 55, 60, 62 through 71 inclusive, 73 through 80 inclusive, 82, 84, 85, 86, 88, 90, 92, 93, 94, 98 through 105 inclusive, 107, 109 through 113 inclusive, 116, 117, 118, 120, 122, 123, 124 and 126 through 154 inclusive.

Carroll
Eden

Secretary
Interstate Commerce Commission
May 17, 1993
Page 2

A fee of \$16.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to Clement F. Springer, Jr., Defrees & Fiske, 200 South Michigan Avenue, Suite 1100, Chicago, Illinois 60604. 312 312-4000

A short summary of the document to appear in the index follows:

Release of all obligations of Interstate Power Company (the "Company") under the 10% Conditional Sale Agreement between the Company and Thrall Manufacturing Company, assigned to Mercantile-Safe Deposit and Trust Company, as Agent, dated April 1, 1979, as a result of the prepayment by the Company of the entire Conditional Sale Indebtedness thereunder and the sale and assignment to the Company of the cars subject thereto.

Very truly yours,

INTERSTATE POWER COMPANY

By: W D Jannetta
Title: ASST. Secretary

MAY 27 1993 3:16 PM

INTERSTATE COMMERCE COMMISSION

AGREEMENT OF RELEASE, dated as of May 3, 1993, between
MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, of Baltimore, Maryland,
a corporation duly organized and existing under the laws of the
State of Maryland, hereinafter called "Mercantile", and INTERSTATE
POWER COMPANY, a Delaware corporation, hereinafter called the
"Company";

WITNESSETH:

WHEREAS, by a Conditional Sale Agreement, dated as of April 1,
1979, hereinafter called the "Conditional Sale Agreement", between
Thrall Car Manufacturing Company (hereinafter called "Vendor"), and
the Company, it was agreed, among other things, that the Vendor
would construct, sell and deliver to the Company and the Company
would buy from the Vendor and accept delivery thereof and pay for
125 coal gondola cars described therein, all as more particularly
set forth therein; and

WHEREAS, by an Agreement and Assignment, dated as of April 1,
1979, hereinafter called the "Assignment", between the Vendor and
Mercantile, as Agent, the Vendor sold, assigned, transferred and
set over to Mercantile, as Agent, its successors and assigns, all
the rights, titles and interests under the Conditional Sale
Agreement (except certain rights excluded as set forth in Section
1 of the Assignment); and

WHEREAS, the Conditional Sale Agreement and the Assignment
were filed and recorded with the Interstate Commerce Commission,
pursuant to Section 20c of the Interstate Commerce Act, on April
19, 1979 at 12:10 p.m., and assigned Recordation Nos. 10303 and
10303-A, respectively; and

WHEREAS, by an Agreement of Partial Release, dated as of March 7, 1984, hereinafter called the "Partial Release", between Mercantile and the Company, it was agreed, among other things, that 34 cars that had suffered a casualty would be released from the Conditional Sale Agreement and the Assignment; and

WHEREAS, by a Supplemental Agreement, dated as of March 7, 1984, hereinafter called the "Supplemental Agreement", between Mercantile and the Company, it was agreed, among other things, that 29 4,000 cubic foot capacity coal gondola cars described therein would replace only 29 of the original coal cars which had suffered a casualty, would be sold to Mercantile and would be subject to the Conditional Sale Agreement and the Assignment; and

WHEREAS, said 29 4,000 cubic foot capacity coal gondola cars were in fact sold to Mercantile and were subjected to the Conditional Sale Agreement and the Assignment as were the original 91 undamaged cars, hereinafter all such cars subject to the Conditional Sale Agreement and the Assignment (the remaining 91 original cars and the 29 replacement cars) are called the "Cars"; and

WHEREAS, the Partial Release and the Supplemental Agreement were filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on March 12, 1984 at 12:35 p.m., and assigned Recordation Nos. 10303-B and 10303-C, respectively; and

WHEREAS, pursuant to Article 4 of the Conditional Sale Agreement, Interstate from and after May 1, 1993, had the option to

prepay the original and accrued interest on the Conditional Sale Agreement by payment of a prepayment price of 103½% of the purchase price upon delivery of proper notice of prepayment to Mercantile; and

WHEREAS, on May 3, 1993, pursuant to the Conditional Sale Agreement and the Assignment, the Company paid in full all the indebtedness, interest and all other payments provided therein and performed all of the Company's obligations contained therein.

NOW, THEREFORE, in consideration of the premises, Mercantile does hereby release the Cars from the terms of the Conditional Sale Agreement and the Assignment and does hereby bargain, sell, assign, transfer and set over to the Company, its successors and assigns, all and singular the Cars to have and to hold forever, absolutely, as its sole and exclusive property, free and clear of any limitation, restriction or trust.

The Company will cause this Release to be filed and recorded with the Interstate Commerce Commission pursuant to the provisions of 49 U.S.C. Section 11303.

This Agreement may be contemporaneously executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, Mercantile and the Company have caused this Agreement to be signed in their behalf, respectively, and

their respective corporate seals to be hereunto affixed as of the day and year first hereinabove written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
as Agent

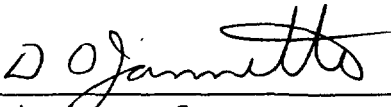
By: 
Title: Corporate Trust Officer

(Corporate Seal)

ATTEST:

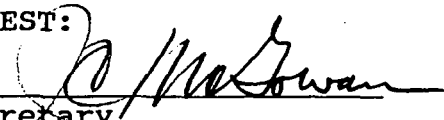

Corporate Trust Officer

INTERSTATE POWER COMPANY

By: 
Title: Assistant Secretary

(Corporate Seal)

ATTEST:


Secretary

STATE OF MARYLAND)
) SS
CITY OF BALTIMORE)

On this 11 day of May, 1993, before me, personally appeared James Adams, to me personally known, who, being by me duly sworn, says that he is Corporate Trust Officer of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Michael C. Hill
Notary Public

My Commission expires: 9/25/94

(Notarial Seal)

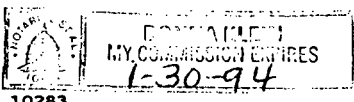
STATE OF IOWA)
) SS
COUNTY OF DUBUQUE)

On this 20th day of may, 1993, before me, personally appeared D. D. Jannette, to me personally known, who, being by me duly sworn, says that he is Assistant Secretary of INTERSTATE POWER COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Danna Klein
Notary Public

My Commission expires: 1-30-94

(Notarial Seal)



Interstate Commerce Commission
Washington, D.C. 20423

5/27/93

OFFICE OF THE SECRETARY

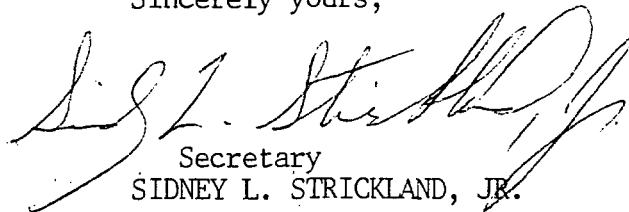
Clement F. Springer, Jr.
Defrees & Fiske
200 South Michigan Avenue
Chicago, Illinois 60604

Dear

Sir:

The enclosed document(s) was recorded pursuant to the provisions
of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303,
on **5/27/93** at **3:15pm**, and assigned
recordation number(s). **10303-^A**

Sincerely yours,


Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

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